

**CITY OF AUSTIN  
DEPARTMENT OF AVIATION  
SCOPE OF WORK  
FOR  
HERBICIDE & WEED KILLER  
SOLICITATION NO. IFB 8100-DCM1032**

**1. PURPOSE**

The City of Austin ("City") seeks to establish a contract with a qualified contractor to provide herbicide and weed killer on an as needed basis as stipulated in this Invitation for Bid (IFB).

This contract will support the Department of Aviation. The City reserves the right to add or delete departments as may be deemed necessary.

It is the City's preference to award a single contract for the herbicide and weed killer. However, the City reserves the right to reject all bids entirely or make multiple contract awards between the lowest and/or most responsive and responsible bidder. Award will be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.

**2. TERM OF CONTRACT**

The term of the contract shall be effective as of the date the offer is accepted by the City unless otherwise stated "effective date". This Contract shall remain in effect for an initial term of 36-Months or the City terminates the Contract. The Contract may be extended beyond the initial term for up to two (2) additional 12-Month periods at the City's sole option.

**3. CONTRACTOR'S QUALIFICATIONS**

- 3.1. The Contractor shall have a manufacturer's authorized representative for herbicide and weed killer.
- 3.2. The Contractor shall have a full-time, operational facility with a permanent business address.
- 3.3. The Contractor shall have a functional email address and telephone and be available to provide service within 24-Hour notice by the City.
- 3.4. The Contractor shall be regularly engaged in the business of providing herbicide and weed killer for a minimum of five (5) years.
- 3.5. The Contractor shall provide and maintain a staffed telephone dispatch system that is operational during regular business hours. Business hours are defined as Monday through Friday from 7:00 A.M. to 5:00 P.M. Telephone answering machines do not meet the requirements of this paragraph.

**4. CONTRACTOR REQUIREMENTS**

- 4.1. Contractor Responsibilities:
  - 4.1.1. The Offeror shall provide a price for the following products as designated in

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the Price Submission Sheet:

- 4.1.1.1. Alligare Mojave 70 EG Herbicide, Dry
- 4.1.1.2. Roundup Quick Pro Max Weed Killer, Liquid
- 4.1.1.3. Esplanade 200 SC Herbicide, Indaziflam. Liquid
- 4.1.1.4. Hi-Yield Spreader Sticker Herbicide, Liquid
- 4.1.1.5. Fusilade II Herbicide, Liquid
- 4.1.1.6. SedgeHammer Herbicide, Liquid
- 4.1.2. The Offeror may provide a "Buyer Approved Equal" Product.
  - 4.1.2.1. Offeror may submit an offer on a "Buyer Approved Equal" product if the approved equal product meets or exceeds the City Approved Product specifications.
  - 4.1.2.2. The Offeror shall submit the following documentation, with their Offer package, when submitting a "Buyer Approved Equal" product:
    - 4.1.2.2.1. Identification of each product offered as an "equal" product;
    - 4.1.2.2.2. Description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of "equal" products specified in the solicitation;
    - 4.1.2.2.3. Brand name; and
    - 4.1.2.2.4. Specification sheets which includes manufacturer information, material weight, material composition, and accessory components.
- 4.1.3. The City may request additional products as they relate to this contract. The Offer shall have the option to provide manufacturers name, catalog numbers for the additional products, minimum percentage discount or maximum markup to costs that the Offeror can provide the City and indicated on the Price Submission Sheet.
- 4.1.4. The Contractor shall stock or have immediate access to herbicide and weed killer inventory sufficient to fill stock orders 95% of the time as agreed to by the Contractor and Contract Manager or Department Designee.

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4.1.4.1. The Contractor shall maintain a 30-Day supply of inventory, which the Contract Manager or Department Designee will determine after contract award.

4.1.4.2. The Contract Manager or Department Designee will order all herbicide and weed killer on an as-needed basis.

4.1.5. The Contractor shall submit to the Contract Manager or Department Designee, two (2) CDs or electronic copies, if available, of the price list(s) upon which the discounts or markups are based on the price submission sheet within five (5) business days of Contract award. The Contract Manager or Department Designee will accept a printed copy only if there is not an electronic format available.

4.1.6. The Contractor shall use only methods and equipment suitable to ensure proper application of the herbicides and weed killer.

4.1.7. The Contractor shall provide the MSDS information for the herbicide and weed killer items, to the Contract Manager or Department Designee, within five (5) days upon request by the Contract Manager or Department Designee.

**4.2. Single Point of Contact:**

4.2.1. The Contractor shall provide a single point of contact (SPOC) who is skilled, knowledgeable, and experienced in providing herbicide and weed killer.

4.2.2. The Contractor shall provide the SPOC's office number, email address, and cell phone number to the Contract Manager or Department Designee, within five (5) days after contract award.

4.2.3. The SPOC shall not be removed from the project without prior written consent by the Contract Manager or Department Designee. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor shall provide a designee for the SPOC to the Contract Manager or Department Designee. The designee shall meet the same requirements as specified for the SPOC within this IFB and shall have the same authority as the SPOC.

**4.3. Warranty:**

4.3.1. The Contractor shall immediately notify the Contract Manager or Department Designee of recall notices, safety notices, or any applicable notice regarding the herbicide and weed killer. Failure to report any recall, warranty replacements, safety notices or other applicable notices within 15-Calendar days of notification of such information may result in termination of the contract.

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- 4.3.2. Contractor shall replace all non-conforming commodities within five (5) business days of notification by the Contract Manager or Department Designee, and at no additional cost to the City.

**4.4. Safety Requirements:**

- 4.4.1. The Contractor shall comply with all federal and State of Texas standards, regulations, and laws concerning the sale and delivery of herbicide, applicable and effective on the date of delivery, including safety, noise, and emission control standards as they apply to both private industry and governmental agencies.
- 4.4.2. The Contractor shall comply with applicable OSHA safety requirements.
- 4.4.3. The Contractor shall comply with each herbicide and weed killer regulation which is applicable to its action and conduct. The Contractor is responsible for knowing about the applicable safe use requirements specified in state and federal regulations and on the herbicide and weed killer label, and shall inform the employee in the language he/she understands of the specific pesticide and/or herbicide being used and the protective clothing, equipment and work procedures to be followed. The Contractor shall supervise employees so that safe work practices including all applicable regulations and label requirements are complied with, and the Contractor requires employees to follow safe work practices. The Contractor shall inform employees of herbicide and weed killer safety hazards and herbicide and weed killer safety regulations applicable to all activities they may perform, and employees must handle and use herbicide and weed killer in accordance with the requirements of law, regulations, and label requirements.

**4.5. DELIVERY**

- 4.5.1. The Contractor shall deliver ordered herbicide and weed killer within 14-Calendar days after the order has been placed or at a mutually agreed upon time and date between the Contractor and the Contract Manager or Department Designee.
- 4.5.2. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays.
- 4.5.3. The Contractor shall ship all orders for herbicide and weed killer complete unless arrangements for partial shipments are made with the Contract Manager or Department Designee in advance.

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- 4.5.4. Delivery shall be made to the following location unless otherwise specified by the City in the order:

Location/Facility Name:	Austin Bergstrom International Airport Maintenance Control/Warehouse
Address:	9401 Cargo Avenue, Suite 700 Austin, TX 78719
Days/Hours of Operation:	M-F 8:00 a.m. to 5:00 p.m.

**5. SPECIFIC INVOICE REQUIREMENTS**

The City's preference is to have invoices emailed to [abia.invoices@austintexas.gov](mailto:abia.invoices@austintexas.gov) or mailed to the below address:

City of Austin	
Department	Department of Aviation
Attention	Accounts Payable
Address	3600 Presidential Blvd, Suite 411
City, State, Zip, Code	Austin, TX 78719

- 5.1. For questions regarding your invoice/payment, please contact the City Contract Manager.
- 5.2. At a minimum, invoices shall be itemized and contain the following information, or they will not be processed and will be returned to the Contractor for correction:
- A unique invoice number;
  - Invoice date;
  - Purchase order or delivery order number;
  - Contract number;
  - Description of services performed;
  - The Contractor's name and remit to address; and
  - The Contractor's tax identification number (must exactly match the information in the Contractor's registration with the City.)

**6. DESIGNATION OF KEY PERSONNEL**

The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel are identified as follows:

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Title	Name	Phone Number	Email Address
Contractor Contract Manager	TBD	TBD	TBD
City Contract Management	Tina Gamez	(512) 530-6717	<a href="mailto:tina.gamez@austintexas.gov">tina.gamez@austintexas.gov</a>
City Division Manager	Chris Carter	(512) 530-6352	<a href="mailto:Chris.Carter@austintexas.gov">Chris.Carter@austintexas.gov</a>
City Procurement Specialist	Diana McIntosh	(512) 974-2034	<a href="mailto:Diana.McIntosh@austintexas.gov">Diana.McIntosh@austintexas.gov</a>

**7. CITY RESPONSIBILITIES**

- 7.1. The Contract Manager or Department Designee will have the ability to contact the Contractor by e-mail, fax, or telephone to issue a Delivery Order for herbicide and weed killer. The Delivery Order will include the item number, description, delivery requirements, and a unique delivery order number.
- 7.2. The City will provide the Contractor with the names of the Contract Manager or Department Designee who will be authorized to order materials within five (5) days of Contract Award.
- 7.3. All herbicide and weed killer orders shall be coordinated with the Contract Manager or Department Designee.

**8. SUSTAINABILITY**

- 8.1. The City prefers Contractors to demonstrate innovative approaches to reducing their impact on the natural environment through use of alternative energy, low-emission equipment, biodegradable chemicals, or items with recycled content. During the term of this contract, when requested by the City, the Contractor will provide details of its organization's efforts to minimize the harmful effects upon the environment as well as any economic and equitable attributes. Specifically include any actions designed to:
  - 8.1.1. Conserve natural resources including water, energy, and raw materials throughout the product lifecycle.
  - 8.1.2. Minimize environmental impacts such as water and air pollution. Eliminate or reduce toxics that create hazards to workers, citizens, wildlife, and the environment.
  - 8.1.3. Support up-cycling and recycling efforts as well as utilize products with high recycled content.
  - 8.1.4. Reduce environmental impacts in your organization's production and distribution systems.
  - 8.1.5. Support worker health, safety, and fair wages.
  - 8.1.6. Consider total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost.

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**9. Omissions**

Any items or services that have been omitted from this scope of work which are clearly necessary, or in conformance with normal operations, shall be considered a requirement although not directly specified or called for in this scope of work.